

SOLICITATION, OFFER, AND AWARD				1.Caption: Low Voltage Cabling Services – Open Market Solicitation				Page of Pages		
								1	61	
2. Contract Number		3. Solicitation Number CPFMD-17-		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input checked="" type="checkbox"/> Indefinite Delivery/Indefinite Quantity (IDIQ) <input type="checkbox"/> Emergency		5. Date Issued 05-02-17		6. Type of Market <input checked="" type="checkbox"/> Open Market <input type="checkbox"/> Set Aside		
7. Issued By COURTS OF COLUMBIA COURTS CAPITAL PROJECTS DIVISION PROCUREMENT AND CONTRACTS BRANCH 616 H STREET, N.W., ROOM 622 WASHINGTON, D.C. 20001				8. Address Offer to: COURTS OF COLUMBIA COURTS CAPITAL PROJECTS DIVISION PROCUREMENT AND CONTRACTS BRANCH 616 H STREET, N.W., ROOM 622 WASHINGTON, D.C. 20001						
NOTE: In sealed bid solicitations "offer" or "Contractor" means "bid or "bidder"										
SOLICITATION										
9. Sealed offers in original and <u>6</u> copies for furnishing the items in the Schedule will be submitted to the address listed above in Section 8; at the attention of Ms. Monica I. Wilkerson, not later than <u>3:00 p.m.(est.)</u> local time <u>June 2, 2017</u> <div style="display: flex; justify-content: space-around; font-size: small;"> (Hour) (Date) </div> CAUTION: See L.7-- PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS. All offers are subject to all terms & conditions contained in solicitation.										
10. For Information Contact		A. Name		B. Telephone			C. E-mail Address			
		Monica I. Smith		(Area Code)	(Number)		(Ext)	Monica.Wilkerson@dcsc.gov		
11. Table of Contents										
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<i>Award(s) will be made to resultant IDIQ Contractor(s) of this RFP, on an individual task order request basis; and will be based upon pre-established unit prices (or lower), as per terms and conditions of this RFP, resultant IDIQ contract(s) and authorized individual task order(s). The Courts is obligated <u>only</u> to the extent of authorized individual task orders actually awarded under resultant contract.</i>										
12. In conjunction with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days from the receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.										
13. Discount for Prompt Payment		10 Calendar days %		20 Calendar days %		30 Calendar days %		___ Calendar days %		
14. Acknowledgement of Amendments (The Contractor acknowledges receipt of amendments to the SOLICITATION):			Amendment Number		Date		Amendment Number		Date	
15A. Name and Address of Contractor						16. Name and Title of Person Authorized to Sign Offer/Contract				
15B. Telephone			<input type="checkbox"/> 15 C. Check if remittance address is different from above – Refer to section G			17. Signature		18. Award Date		
(Area Code)	(Number)	(Ext)								
AWARD (TO BE COMPLETED BY THE DC COURTS)										
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation/Certification of Funding date:					
22. Name of Contracting Officer (Type or Print) Dr. Cheryl Bailey			23. Signature of Contracting Officer (Courts)				24. Award Date			

All written communications regarding this solicitation should be **addressed** to the Contracting Officer at the mailing address listed on page 1. All communications should be **directed** by e-mail to: Monica.Wilkerson@dcsc.gov

This solicitation is an **Open Market** procurement.

SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

- B.1 Contract Type:** This is a fixed (unit) price contract for low voltage cabling services to the District of Columbia Courts (hereafter “Courts”). Offerors shall submit pricing and cost information for each Contract Line Item Number (CLIN) and Materials Line Item Number (MLIN) listed in Price Schedules and Materials Cost tables found in Section B.5, below. Prices shall be fully loaded for labor (includes direct & indirect cost) and materials (based upon cost reimbursement element established under each individual task order). Individual task order award amounts will be determined by actual work hours performed in the final project completion of each task order awarded, multiplied by the hourly rate established, for each Contract Line Item (CLIN), under this RFP, and subsequently within the Contractor’s response to individual task order requests.
- B.2 Method of Procurement/Basis of Award:** The Courts contemplates award of multiple Indefinite Delivery, Indefinite Quantity (IDIQ) contracts (not to exceed four (4)) to qualified Contractors, as per this RFP, Section M – Evaluation.
- B.3 Individual Task Order Awards:** Tasks orders will be awarded, by the Contracting Officer (CO), on an individual task order request basis, to Contractors receiving IDIQ contracts resulting from this RFP. Each individual task order award shall be based on firm-fixed (unit) prices, established under the awarded IDIQ contract or lower prices offered by Contractor, for each CLIN, upon the Courts’ request for quote (RFQ) or request for task order proposal (RFTOP). (*See Subsections B.3.1 and B.3.2 below.*) A cost-reimbursement CLIN will be established for each individual task order request, and will be based upon the Courts estimate for required supplies/materials under each individual task order. Specifically, individual task order awards will be made as indicated in the two (2) task order award groups established below:
- B.3.1 Task Order Award Group I** – Medium Size Projects valued up to \$100,000.00. Courts will issue a request for quote (RFQ) from Contractors awarded IDIQ contracts resulting from this RFP, for individual task order services whose estimated dollar amount falls under Task Order Award Group I. Contractors shall be required to submit a price proposal, based upon pre-established pricing in IDIQ contract (or lower prices offered), for each individual RFQ. Individual task orders under this Task Order Award Group I will be awarded to the Contractor whose task order quote represents the lowest qualified price to the Courts.
- B.3.2 Task Order Award Group II** – Large Size Projects valued \$100,001.00 and above. Courts will issue a request for task order proposals (RFTOP) from Contractors awarded IDIQ contracts resulting from this RFP, for individual task order services whose estimated dollar amount falls under Task Order Award Group II. Contractors shall be required to submit a technical and price proposal, based upon pre-established pricing in IDIQ contract (or lower prices offered), for each individual RFTOP. Individual task orders under this Task Order Award Group II will be awarded to the Contractor whose Task Order Proposal represents the overall best value to the Courts.
- B.3.3** Each individual task order will specify work to be accomplished to satisfy Courts specific requirement. The Contractor will price the individual task order in accordance with the requirements in this IDIQ, including Pricing Schedules, and will submit Price and Technical Proposal (when applicable) for CO

evaluation and determination of award. ***The Government does not guarantee any minimum number of Task Orders or amount of award per Task Order.***

B.3.6 The Courts is obligated only to the extent of authorized Task Orders actually awarded under this contract.

B.4 INDEFINITE DELIVERY- INDEFINITE QUANTITY (IDIQ) CONTRACT

Any resultant award from this RFP shall be an IDIQ contract for the supplies or services specified, and effective for the period stated.

- a) Delivery or performance shall be made only as authorized by the CO, on individual task orders issued, by the CO, in accordance with the Ordering Clause, in Section G – Administration, of this RFP. The Contractor shall furnish to the Courts, when and if ordered, the supplies/materials or services specified in Price Schedule B.5, below, up to and including the maximum quantity of each CLIN stated. The Courts will order at least the minimum quantity of each CLIN stated.
- b) There is no limit on the number of orders that may be issued by the CO. The Courts may issue orders from any of the Task Order Award Groups in B.3 above. Contractor may be required to deliver supplies/materials and services to multiple destinations or performance at multiple locations throughout the Courts facilities and off-site locations. (*See Section C.5.2, below.*)
- c) In the event of cancellation of the contract because of non-appropriation for any fiscal year after fiscal year 2017, there shall be a cancellation ceiling of zero dollars representing reasonable preproduction and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

B.5 PRICE SCHEDULE: IDIQ

Offerors shall submit pricing for all Contract Line Item(s) listed under base year and option years one (1) through four (4), (found in Sections B.5.1, B.5.2, B.5.3, B.5.4 and B.5.5, below). In conjunction with the Price Schedule below, the Offeror is required to complete the cost and price data information, (found in Subsections B.5.1.1, B.5.2.1, B.5.3.1, B.5.4.1 and B.5.5.1, below), for base year and option years one (1) through four (4). Upon award of any resultant contract, individual task order request will include (as a part of the Price schedule), the cost reimbursement CLIN established by the Courts for estimated cost for materials required under the individual task order.

B.5.1 BASE YEAR

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
CLIN 0001 0001AA 0001AB 0001AC	General Project Engineer (standard hours) (overtime hours) (night differential hours) (weekend/holiday hours)	\$ ____ per hour \$ ____ per hour \$ ____ per hour \$ ____ per hour	1 1 1 1	\$ ____ \$ ____ \$ ____ \$ ____	1040 100 260 130	\$ ____ per hour \$ ____ per hour \$ ____ per hour \$ ____ per hour
CLIN 0002 0002AA 0002AB 0002AC	Wiring & Cable Technician (standard hours) (overtime hours) (night differential hours) (weekend/holiday hours)	\$ ____ per hour \$ ____ per hour \$ ____ per hour \$ ____ per hour	1 1 1 1	\$ ____ \$ ____ \$ ____ \$ ____	4160 400 1040 520	\$ ____ per hour \$ ____ per hour \$ ____ per hour \$ ____ per hour
Grand Totals for B.5.1 Base Year			Minimum \$ _____		Maximum \$ _____	

B.5.1.1

Base Year Materials Unit & Extended Cost

Material Line Item Number (MLIN)	Description	Unit	Price per Unit	Estimated Quantity	Extended Cost
M0001	Category 6e Cable, PVC plenum-rated without termination	FT.	\$_____	35,000	\$_____
M0002	Station Hardware 4 Port Face Plate	EA.	\$_____	750	\$_____
M0003	Metal Wall Phone Plate	EA.	\$_____	30	\$_____
M0004	Category 6e Modular Connectors 568A/B	EA.	\$_____	3500	\$_____
M0005	Patch Panel, 6e 48 Port	EA.	\$_____	75	\$_____
M0006	Patch Panel, 6e 24 Port	EA.	\$_____	75	\$_____
M0007	Termination Block, 110-300	EA.	\$_____	30	\$_____
M0008	Category 6e Cable Installation - QUAD - 300ft or less	EA.	\$_____	100	\$_____
M0009	Fire stop - Riser Penetration	EA.	\$_____	50	\$_____
M0010	Fire stop - Wall Penetration	EA.	\$_____	150	\$_____
M0011	Labeling	EA.	\$_____	3000	\$_____
M0012	Fiber Optic Single-Mode Cable	FT	\$_____	1000	\$_____
M0013	Fiber Optic Multi-Mode Cable	FT	\$_____	1000	\$_____
M0014	Inner-Duct, Plenum 1"	FT	\$_____	500	\$_____
M0015	J-Hooks (Insulated)	EA	\$_____	2500	\$_____
Total Estimated Extended Cost: Base Year					\$_____

B.5.2

OPTION YEAR ONE (1)

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
CLIN 1001 1001AA 1001AB 1001AC	General Project Engineer (standard hours) (overtime hours) (night differential hours) (weekend/holiday hours)	\$ ____ per hour \$ ____ per hour \$ ____ per hour \$ ____ per hour	1 1 1 1	\$ ____ \$ ____ \$ ____ \$ ____	520 50 130 65	\$ ____ per hour \$ ____ per hour \$ ____ per hour \$ ____ per hour
CLIN 1002 1002AA 1002AB 1002AC	Wiring & Cable Technician (standard hours) (overtime hours) (night differential hours) (weekend/holiday hours)	\$ ____ per hour \$ ____ per hour \$ ____ per hour \$ ____ per hour	1 1 1 1	\$ ____ \$ ____ \$ ____ \$ ____	2080 200 520 260	\$ ____ per hour \$ ____ per hour \$ ____ per hour \$ ____ per hour
Grand Total for B.5.2 Option Year One			Minimum \$ _____		Maximum \$ _____	

B.5.2.1

Option Year One Materials Unit & Extended Cost

Material Line Item Number (MLIN)	Description	Unit	Price per Unit	Estimated Quantity	Extended Cost
M0001	Category 6e Cable, PVC plenum-rated without termination	FT.	\$ _____	10,000	\$ _____
M0002	Station Hardware 4 Port Face Plate	EA.	\$ _____	150	\$ _____
M0003	Metal Wall Phone Plate	EA.	\$ _____	8	\$ _____
M0004	Category 6e Modular Connectors 568A/B	EA.	\$ _____	500	\$ _____
M0005	Patch Panel, 6e 48 Port	EA.	\$ _____	10	\$ _____
M0006	Patch Panel, 6e 24 Port	EA.	\$ _____	10	\$ _____
M0007	Termination Block, 110-300	EA.	\$ _____	5	\$ _____
M0008	Category 6e Cable Installation - QUAD - 300ft or less	EA.	\$ _____	50	\$ _____
M0009	Fire stop - Riser Penetration	EA.	\$ _____	8	\$ _____
M0010	Fire stop - Wall Penetration	EA.	\$ _____	25	\$ _____
M0011	Labeling	EA.	\$ _____	600	\$ _____
M0012	Fiber Optic Single-Mode Cable	FT	\$ _____	500	\$ _____
M0013	Fiber Optic Multi-Mode Cable	FT	\$ _____	500	\$ _____
M0014	Inner-Duct, Plenum 1"	FT	\$ _____	250	\$ _____
M0015	J-Hooks (Insulated)	EA	\$ _____	750	\$ _____
Total Estimated Extended Cost: Base Year					\$ _____

B.5.3

OPTION YEAR TWO (2)

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
CLIN	General Project Engineer					
2001	(standard hours)	\$ ____ per hour	1	\$ _____	1040	\$ ____ per hour
2001AA	(overtime hours)	\$ ____ per hour	1	\$ _____	100	\$ ____ per hour
2001AB	(night differential hours)	\$ ____ per hour	1	\$ _____	260	\$ ____ per hour
2001AC	(weekend/holiday hours)	\$ ____ per hour	1	\$ _____	130	\$ ____ per hour
CLIN	Wiring & Cable Technician (standard hours)	\$ ____ per hour	1	\$ _____	4160	\$ ____ per hour
2002	(overtime hours)	\$ ____ per hour	1	\$ _____	400	\$ ____ per hour
2002AA	(night differential hours)	\$ ____ per hour	1	\$ _____	1040	\$ ____ per hour
2002AB	(weekend/holiday hours)	\$ ____ per hour	1	\$ _____	520	\$ ____ per hour
2002AC						
Grand Total for B.5.3 Option Year Two			Minimum \$ _____		Maximum \$ _____	

B.5.3.1

Option Year Two Materials Unit & Extended Cost

Material Line Item Number (MLIN)	Description	Unit	Price per Unit	Estimated Quantity	Extended Cost
M0001	Category 6e Cable, PVC plenum-rated without termination	FT.	\$ _____	26,000	\$ _____
M0002	Station Hardware 4 Port Face Plate	EA.	\$ _____	550	\$ _____
M0003	Metal Wall Phone Plate	EA.	\$ _____	25	\$ _____
M0004	Category 6e Modular Connectors 568A/B	EA.	\$ _____	2500	\$ _____
M0005	Patch Panel, 6e 48 Port	EA.	\$ _____	50	\$ _____
M0006	Patch Panel, 6e 24 Port	EA.	\$ _____	50	\$ _____
M0007	Termination Block, 110-300	EA.	\$ _____	25	\$ _____
M0008	Category 6e Cable Installation - QUAD - 300ft or less	EA.	\$ _____	800	\$ _____
M0009	Fire stop - Riser Penetration	EA.	\$ _____	40	\$ _____
M0010	Fire stop - Wall Penetration	EA.	\$ _____	120	\$ _____
M0011	Labeling	EA.	\$ _____	2500	\$ _____
M0012	Fiber Optic Single-Mode Cable	FT	\$ _____	1000	\$ _____
M0013	Fiber Optic Multi-Mode Cable	FT	\$ _____	1000	\$ _____
M0014	Inner-Duct, Plenum 1"	FT	\$ _____	500	\$ _____
M0015	J-Hooks (Insulated)	EA	\$ _____	2000	\$ _____
Total Estimated Extended Cost: Base Year					\$ _____

B.5.4 OPTION YEAR THREE (3)

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
CLIN	General Project Engineer					
3001	(standard hours)	\$ ____ per hour	1	\$ ____	520	\$ ____ per hour
3001AA	(overtime hours)	\$ ____ per hour	1	\$ ____	50	\$ ____ per hour
3001AB	(night differential hours)	\$ ____ per hour	1	\$ ____	130	\$ ____ per hour
3001AC	(weekend/holiday hours)	\$ ____ per hour	1	\$ ____	65	\$ ____ per hour
CLIN	Wiring & Cable Technician (standard hours)	\$ ____ per hour	1	\$ ____	2080	\$ ____ per hour
3002	(overtime hours)	\$ ____ per hour	1	\$ ____	200	\$ ____ per hour
3002AA	(night differential hours)	\$ ____ per hour	1	\$ ____	520	\$ ____ per hour
3002AB	(weekend/holiday hours)	\$ ____ per hour	1	\$ ____	260	\$ ____ per hour
3002AC						
Grand Total for B.5.4 Option Year Three			Minimum \$ _____		Maximum \$ _____	

B.5.4.1

Option Year Three Materials Unit & Extended Cost

Material Line Item Number (MLIN)	Description	Unit	Price per Unit	Estimated Quantity	Extended Cost
M0001	Category 6e Cable, PVC plenum-rated without termination	FT.	\$ _____	8,000	\$ _____
M0002	Station Hardware 4 Port Face Plate	EA.	\$ _____	150	\$ _____
M0003	Metal Wall Phone Plate	EA.	\$ _____	8	\$ _____
M0004	Category 6e Modular Connectors 568A/B	EA.	\$ _____	400	\$ _____
M0005	Patch Panel, 6e 48 Port	EA.	\$ _____	10	\$ _____
M0006	Patch Panel, 6e 24 Port	EA.	\$ _____	10	\$ _____
M0007	Termination Block, 110-300	EA.	\$ _____	5	\$ _____
M0008	Category 6e Cable Installation - QUAD - 300ft or less	EA.	\$ _____	50	\$ _____
M0009	Fire stop - Riser Penetration	EA.	\$ _____	8	\$ _____
M0010	Fire stop - Wall Penetration	EA.	\$ _____	25	\$ _____
M0011	Labeling	EA.	\$ _____	500	\$ _____
M0012	Fiber Optic Single-Mode Cable	FT	\$ _____	400	\$ _____
M0013	Fiber Optic Multi-Mode Cable	FT	\$ _____	400	\$ _____
M0014	Inner-Duct, Plenum 1"	FT	\$ _____	200	\$ _____
M0015	J-Hooks (Insulated)	EA	\$ _____	500	\$ _____
Total Estimated Extended Cost: Base Year					\$ _____

B.5.5

OPTION YEAR FOUR (4)

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
CLIN	General Project Engineer					
4001	(standard hours)	\$ ____ per hour	1	\$ ____	520	\$ ____ per hour
4001AA	(overtime hours)	\$ ____ per hour	1	\$ ____	50	\$ ____ per hour
4001AB	(night differential hours)	\$ ____ per hour	1	\$ ____	130	\$ ____ per hour
4001AC	(weekend/holiday hours)	\$ ____ per hour	1	\$ ____	65	\$ ____ per hour
CLIN	Wiring & Cable Technician (standard hours)					
4002	(standard hours)	\$ ____ per hour	1	\$ ____	2080	\$ ____ per hour
4002AA	(overtime hours)	\$ ____ per hour	1	\$ ____	200	\$ ____ per hour
4002AB	(night differential hours)	\$ ____ per hour	1	\$ ____	520	\$ ____ per hour
4002AC	(weekend/holiday hours)	\$ ____ per hour	1	\$ ____	260	\$ ____ per hour
Grand Total for B.5.5 Option Year Four			Minimum \$ _____		Maximum \$ _____	

B.5.5.1

Option Year Four Materials Unit & Extended Cost

Material Line Item Number (MLIN)	Description	Unit	Price per Unit	Estimated Quantity	Extended Cost
M0001	Category 6e Cable, PVC plenum-rated without termination	FT.	\$ _____	6,000	\$ _____
M0002	Station Hardware 4 Port Face Plate	EA.	\$ _____	150	\$ _____
M0003	Metal Wall Phone Plate	EA.	\$ _____	8	\$ _____
M0004	Category 6e Modular Connectors 568A/B	EA.	\$ _____	400	\$ _____
M0005	Patch Panel, 6e 48 Port	EA.	\$ _____	10	\$ _____
M0006	Patch Panel, 6e 24 Port	EA.	\$ _____	10	\$ _____
M0007	Termination Block, 110-300	EA.	\$ _____	5	\$ _____
M0008	Category 6e Cable Installation - QUAD - 300ft or less	EA.	\$ _____	40	\$ _____
M0009	Fire stop - Riser Penetration	EA.	\$ _____	8	\$ _____
M0010	Fire stop - Wall Penetration	EA.	\$ _____	25	\$ _____
M0011	Labeling	EA.	\$ _____	400	\$ _____
M0012	Fiber Optic Single-Mode Cable	FT	\$ _____	300	\$ _____
M0013	Fiber Optic Multi-Mode Cable	FT	\$ _____	300	\$ _____
M0014	Inner-Duct, Plenum 1"	FT	\$ _____	150	\$ _____
M0015	J-Hooks (Insulated)	EA	\$ _____	400	\$ _____
Total Estimated Extended Cost: Base Year					\$ _____

B.6 Offerors shall certify cost and price data incorporated in Price Schedule and Materials Cost tables above is accurate and complete and current as of the date certified below by authorized company representative.

Name and Signature off Authorized Representative

Date

B.7 The Contract Sum is based upon the fact that this contract is a Fixed Unit Price contractual agreement, with a cost reimbursement element for materials.

B.8 Unit prices, if any, are to be fully incorporated into the Price Schedule, Section B.5 above.

B.9 The Contracting Officer, or any of its duly authorized representatives shall, until (3) three years after final payment, have the right to examine any directly pertinent books, documents, papers and record of the Contractor involving transactions related to the contract.

B.10 The Contractor shall maintain complete and accurate records justifying all actual and accrued expenditures. The Contractor’s records shall be subject to periodic audit by the Courts.

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SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The Courts is seeking qualified Contractors for the award of multiple (not to exceed four (4)) Indefinite Delivery, Indefinite Quantity (IDIQ) contracts to provide low voltage cabling services and supplies (to include, but not be limited to, installation, termination and repair) 1) for new construction throughout the Courts locations, and 2) modifications of existing facilities throughout the Courts locations, as listed below (in subsections C.1.1 and C.1.2), as per Section B.5 – Price Schedule, and C.5 - Requirements of this RFP.

C.2 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby reference:

C.2.2 Table 1 below:

Item No.(s)	Document Type	Title	Date
D0001	DC Courts	DC Courts General Contract Provisions	April 2007
D0002	DC Courts	Procurement Guidelines of the DC Courts	March 21, 2011, as amended
D0003	DC Courts	General Conditions of the Contract for Construction	November 2016
D0004	DC Courts	Sexual Harassment Policy	July 21, 1999
D0005	DC Courts	Cabling & Wire Management Procedure	March 2017
D0006	BICSI	NECA/BICSI 568-2006	2006
D0007	Telecommunications Industry Association	ANSI TIA/EIA 568 standards	June 2001

C.3 DEFINITIONS: These terms when used in this RFP have the following meanings:

- C.3.1 **Substantial Completion** is defined as the date when work per the Contract Documents is complete to the point where the Courts can fully, safely, and securely commence work in the Project Area. Furthermore, it is defined as all punch list work is complete and the other Courts vendors (i.e. IT and Telecom) can deliver and install their respective equipment and furnishings to bring this project to a final point where the Courts determine it is ready for full Occupancy.
- C.3.2 **Ready for Owner Occupancy** is defined as the date when the Courts vendors work is complete (i.e. IT and Telecom) and Contracting Officer determines the Project Area is ready for full Occupancy to meet the necessary Courts functions.
- C.3.3 **Final Project Completion** is defined as the date when paperwork and close out documentation has been submitted for review, approved, and accepted by the Courts.

- C.3.4 **Indefinite Quantity/Indefinite Delivery** is defined as: An indefinite-quantity/indefinite delivery contract provides for an indefinite quantity and indefinite delivery, within stated limits, of supplies or services during a fixed period. The Government places orders for individual requirements. Quantity limits may be stated as number of units or as dollar values.
- C.3.5 **Written Amendments** and/or **graphic instruments** are issued by the Contracting Officer prior to the execution of the Contract that modify or interpret the Offering Documents by additions, deletions, clarifications or corrections.
- C.3.6 An **Offer** is a complete and fully executed proposal that explains Work to be performed for the sums stipulated therein, submitted in accordance with the Offering Documents.
- C.3.7 An **Option Offer** is an option to the contract that may be exercised as presented, negotiated, or declined by and at the sole discretion of the Courts.
- C.3.8 A **Unit Price** is an amount stated in the Offer as a price per unit of measurement for materials, equipment and/or services, or a portion of the Work as described in the Offering Documents.
- C.3.9 An **Offeror** is a person or entity that submits an Offer and meets the requirements set forth in the Offering Documents.
- C.3.10 A **Sub-Offeror** is a person or entity who submits an Offer to an Offeror for materials, equipment and/or labor for a portion of the Work.

C.4 BACKGROUND:

- C.4.1 The District of Columbia Courts, consisting of the Court of Appeals, the Superior Court, and the Court System, constitute the Judicial Branch of the District of Columbia and are separate and distinct from the Executive and Legislative Branches. The organization and operation of the District of Columbia Courts, is a completely unified court system.
- C.4.2 The H. Carl Moultrie I Courthouse, built in the 1970s, although not historic, is also located along the view corridor and reinforces the symmetry of Judiciary Square through its similar form and material to the municipal building located across the John Marshall Plaza. The Moultrie Courthouse provides space for Superior Court, and Family Court operations and the Clerk's offices.

C.5 REQUIREMENTS:

- C.5.1 The main objective of the award of contracts under this RFP is for qualified Contractors to provide the DC Courts with Voice & Data cabling services as awarded under individual task orders.
- C.5.2 The Contractor shall provide low voltage cabling services and supplies/materials for 1) new construction throughout the Courts locations and 2) modifications of existing facilities throughout the Courts location, as listed below:
- C.5.2.1 The following lists the addresses for the buildings on the main campus:

- 500 Indiana Avenue, NW
- 430 E Street, NW
- 410 E Street, NW
- 515 5th Street, NW
- 510 4th Street, NW
- 616 H Street, 5th Floor and 6th Floor, NW

C.5.2.2 In addition to the main campus locations above, there are currently six [6] offsite facilities, which currently serve the Courts, Social Services Division (SSD), Balanced and Restorative Justice Center (BARJ) units. The Contractor shall include any and all offsite locations as a part of the scope of this requirement. The six (6) current offsite facilities are as follows:

1. Warehouse: 6217 Columbia Park Rd., Landover, Md. 20785
2. 1110 V St., S.E., Washington, DC, 20020
3. 1215 South Capital St., S.W., Washington, DC, 20003
4. 920 Rhode Island Ave., N.E., Washington, DC 20018
5. 2575 Reed St., N.E., Washington, DC 20018
6. 118 Q St., N.E., Washington, DC 20002

C.5.2.3 Offsite locations are subject to changes such as locations added or removed, based upon leasing, and other requirements of SSD.

C.5.3 The Contractor shall perform, but not limited to, the following:

- A. Install cabling for both new construction and for the modification of existing facilities throughout the DC Courts' campuses and off-site locations.
- B. Work with a variety of cabling systems including copper and fiber optic wiring for all network connections, remote access points, wireless access points, alarms, paging systems and telephone stations located throughout the DC Courts' campuses and off-site locations.
- C. Installation, termination, testing, repair and verification of fiber optic or CAT 6a plenum rated voice & data cable (i.e. network data lines) throughout the Court-wide facilities in accordance with the Courts' cable and wire management procedure, NECA/BICSI 568-2006 and ANSI TIA/EIA 568 standards.
- D. Perform all work in a professional workmanlike manner following all DC Courts requirements for staff and occupant safety.
- E. Coordinate all work with DC Courts' Contracting Officer Technical Representative (COTR) and in cooperation with DC Courts Information & Technology (DC Courts IT) for access to data closets, required labeling information, termination points in data closets, etc.
- F. Document cable runs, labeling and connection points for all installed cable and submit to the DC Courts at the end of each cabling task.
- G. Test all connections to ensure compliance with applicable quality standards.
- H. Maintain required personnel security clearances to perform work in areas.
- I.

C.5.4 For each individual task order, the Contractor shall be required to provide, but not be limited to, the following services, documentation, or be able demonstrate the requirement:

- C.5.4.1 Furnish a list of all test equipment that will be used in the installation and testing of the fiber optics, multi pair copper distribution and UTP cable.
- C.5.4.2 Performance testing of Category 6A UTP cable will be completed using a Fluke DTX5000 Cable Analyzer. Performance testing of fiber optic cable will be completed using an OTDR. Proof of valid and current test equipment calibration and firmware must be provided to the Courts, COTR, 30 days prior to testing.
- C.5.5 Each task order will specify a required allowance to cover the costs associated with the use of Courts Security Officers (CSOs) during the various stages or phases of the project. The Contractor shall be required to coordinate and schedule CSO activities for their work on this project and shall be required to provide monthly invoices and detailed explanations to support the use of the CSOs.
- C.5.6 The DC Courts will indicate required allowances, as specified in each task order request, to cover costs to address existing non-compliant code conditions throughout the Project limits. Typical items observed in the Moultrie Courthouse that will need to be corrected include, but not limited to, the following:
 - C.5.6.1 Inadequate support for existing low voltage cabling
- C.5.7 The Contractor shall furnish a listing of the names of all full-time employees that will work on the project and list each employee's training and certification in the installations and testing of structured cabling.
- C.5.8 All personnel proposed by the Contractor for a Task Order shall have specific experience relating to the type of service required under the Task Order. The personnel proposed by the Contractor for a Task Order shall possess knowledge and experience in each of the technical support service areas required to perform the work. The Contractor shall appoint a General Project Engineer who meets the qualifications outlined in Section C.5.25.1, of this RFP.
- C.5.9 Any subsequent changes to the project / work plan involving changes in schedules or personnel must be approved by the Contracting Officer (CO). Any changes required will be made, by the CO, and through formal modification to the task order. The Contractor shall notify the CO immediately upon becoming aware of any issue, (e.g., personnel, cost or schedule change), that may cause a delay in completing the tasks on schedule of the Task Order. In all cases, the Contractor must revise, in advance, all associated plans and schedules and obtain the approval of the CO to modify the work.
- C.5.10 At all times through the duration of the project a minimum of 50% of the on-site cabling personnel including the project lead will be BICSI Certified Installers (ITS Installer 1).
- C.5.11 The Contractor shall submit the BICSI Installer Certificates with his proposal response to this RFP.
- C.5.12 The Contractor shall have a Registered Communication Distribution Designer (RCDD) with five (5) years of experience, on staff. The Contractor shall submit the RCDD Certificate and project information with his response to this RFP.
- C.5.13 **Contractors Work Schedule Requirement** - The Contractor shall be able and available to perform work during the following hours of operations that will be identified in the task order requirements:

- C.5.13.1 Day shifts [6 AM to 6 PM]
- C.5.13.2 Night Shifts [6PM to 6 AM]
- C.5.13.3 Weekend Shifts / Sunday Shift / Holiday Shifts

C.5.14 The Contractor may be required to perform the majority of the work during off tour hours and / or over the weekend so that DC Courts' operations are not interrupted. However, specific work hours will be indicated in each individual task order request.

C.5.15 The Contractor shall coordinate with the applicable DC Courts General Contractors as it relates to each individual task order awarded and prior to scheduling low voltage cabling services in areas where other work is being performed by other contractors.

C.5.16 The Contractor shall successfully perform specified requirements under each task order award, in a functional and occupied building.

C.5.17 The Contractor shall be able to successfully operate in a Courthouse setting.

C.5.18 The Contractor shall be able to perform multiple/congruent projects under tight timelines.

C.5.19 Warranties:

C.5.19.1 The Contractor shall provide complete written warranty information for each item to include date of beginning of warranty or bond; and names, addresses, telephone numbers and procedures for filing a claim and obtaining warranty services.

C.5.19.2 Warranty and Certification of the Cabling Systems and Connectors:

- A. The Contractor shall provide a minimum 25-year performance and product warranty that installation, cable, connectors and connecting hardware shall be free from defects in material, workmanship and fabrication. Submit detailed warranty documentation with close out documentation.
- B. The system shall be certified by the cable/connector manufacturer and warranted for the specified performance for minimum of 25-years.
- C. The Contractor shall conform to the manufacturer's certification including submittals of all required documentation to the manufacturer.
- D. The Contractor shall obtain, from the manufacturer, a Registration Document and Certificate for the specific installation.
- E. Upon receipt of the Registration Document and Certificate, the Contractor shall forward a copy to the Technology Consultant and deliver the original to the DC Courts.
- F. Any material, equipment or appurtenance whose operation or performance does not comply with the requirements of the Contract or any equipment which is damaged prior to acceptance will be held as defective and shall be removed and properly replaced at no additional cost to the DC Courts.

C.5.20 The Contractor shall be required to utilize the DC Courts' web-based electronic project management software to include: submittals, RFI's, logs, and documentations.

C.5.21 Construction employees shall remove or cover dust-laden clothing before exiting the construction site into occupied spaces. Failure to do so may result in permanent removal of the employee from the project.

C.5.22 The Contractor shall place carpet/sticky mats at all construction site entrances and frequently changed to ensure no dust/dirt is tracked into occupied spaces.

C.5.23 The Contractor shall ensure no smoking in any building on station occurs. Mechanical rooms and contractor occupied areas are no exception.

C.5.24 The Contractor shall provide fire stopping for all penetrations in vertical and horizontal smoke partitions.

C.5.25 **Required Labor Categories:** The Contractor shall utilize, but not be limited to, the following skill sets/job descriptions on each individual task order:

C.5.25.1 **General Project Engineer**

- Supports complex engineering and/or analytical tasks and activities associated with one or more technical areas within the telecom function such as, but not limited to, network design, engineering, implementation, or operations/user support.
- Minimum Qualifications and Experience
 - Five Years' Experience in General Engineering.
 - Bachelor of the Arts or Science

C.5.25.2 **Wiring and Cable Technician**

- Installs, troubleshoots, repairs and maintains telecommunications equipment. Provides reports, completes requests for new service, determines methodology for installing telephone service, determines appropriateness of moderate equipment changes or modifications, call switches, test trunks, test links and installs communication circuits. Performs the installing of cabling facilities as well as terminations of installs.
- Minimum Qualifications and Experience
 - Three Years' Experience in Cable Pulling and Terminations
 - High School Education

C.5.26 All personnel proposed by the contractor for a Task Order shall have specific experience relating to the type of service required under the Task Order. The personnel proposed by the contractor for a Task Order shall possess knowledge and experience in each of the technical support service areas required to perform the work. The contractor shall appoint a General Project Engineer who meets the qualifications outlined in Subsection C.5.25.1 of this RFP.

- C.5.27 Any subsequent changes to the project / work plan involving changes in schedules or personnel must be approved by the Contracting Officer (CO). The Contractor shall notify the CO immediately upon becoming aware of any issue, (e.g., personnel, cost or schedule change), that may cause a delay in completing the tasks on schedule of the Task Order. In all cases the Contractor must revise, in advance, all associated plans and schedules and obtain the approval of the CO to modify the work.
- C.5.28 Personnel must be knowledgeable in the District and national codes, and regulations. All work shall comply with the latest revision of the codes or regulations. When conflict exists between the District or national codes or regulations, the most stringent codes or regulations shall apply.
- C.5.29 The Contractor shall have been in the business of installing structured cabling systems for a minimum of five (5) years.
- C.5.30 The Contractor shall be fully conversant and capable in the cabling of low voltage applications such as, but not limited to data and voice network systems. The Contractor shall at a minimum possess the following qualifications:
- Those licenses/permits required to perform telecommunications installations in the District of Columbia.
 - Personnel trained and certified in the design of the selected Structured Cabling System.
 - Personnel trained and certified to install the selected Structured Cabling System.
- C.5.31 The Contract shall be able to perform the requirements under contract in accordance with Division 27.
- C.5.32 **Field Staff Security Background Check Requirement** - All field staff must successfully pass the security background check as outlined below:
- C.5.31.1 The Courts creates a unique environment for Contractors to perform Work. There are levels of security that can hinder access to all areas of the building, such as, high-traffic public areas, cell blocks, and secure areas for Judges and Jurors. Working in a building that includes many different levels of security can be challenging.
- C.5.31.2 The Contractor is required to obtain clearances for their project team and their subcontractors, and obtain permission to work in secure areas. The processes to obtain clearances and permissions may take up to ten (10) days, but Contractors are still required to maintain their prescribed schedules. The requirement for Contractor personnel to obtain a security clearance is mandatory to work on the DC Courts' premise. If the procedures to acquire the security clearance change, the Contracting Officer will notify the Contractor of any new requirements as soon as practicable.
- C.5.31.3 The Contractor shall satisfy security clearance requirements as designated by the Contracting Officer.
- C.5.31.4 The Contractors should understand that some secure areas require work to be performed during off hours or with the accompaniment of Court Security Officers (CSO's). These

secure areas include the Clerk of the Court office area, the Executive Office area, Judges' Chambers, and U.S. Marshals Space.

C.5.31.5 The CSO's and U.S. Marshals can be retained for use by the Contractor in these instances.

C.5.32 The Contractor must possess and maintain current liability insurance certificates. *(See Section I.8).*

SECTION D: PACKAGING AND MARKING:

N/A in this solicitation

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SECTION E: INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SERVICES:

- E.1.1** “Services” as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.
- E.1.2** The Contractor shall provide and maintain an inspection system acceptable to the Court covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Court during contract performance and for as long afterwards as the contract requires.
- E.1.3** The Court has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Court will perform inspections and tests in a manner that will not unduly delay the work.
- E.1.4** If the Court performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.
- E.1.5** If any of the services do not conform to the contract requirements, the Court may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the Court may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.
- E.1.6** If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the Court may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Court that is directly related to the performance of such services, or (2) terminate the contract for default.

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT:

The term of the contract shall be a base year, from date of award by CO through one year thereafter, and four (4) years, one (1) year options to be exercised at the discretion of the Courts. Should extension to period of performance be required, the Courts' CO, at its discretion, will modify the existing contract to extend the contract period.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The Courts may extend the term of this contract for a period of four (4), one (1) year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the Courts will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Courts to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.2 If the Courts exercise this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in the Section B.5 – Price Schedule, of the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 TIME EXTENSIONS:

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of the project work. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

F.4 DELIVERABLES:

F.4.1 The Contractor shall perform the activities required to successfully complete the Courts requirements and submit each deliverable to the Contracting Officer's Technical Representative identified in section G.10 of this RFP.

F.4.2 All deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall furnish office supplies, materials, equipment and employees required to meet and perform the requirements of this Contract.

F.4.3 The Contractor shall provide the Courts with timeframes for the completion of each task order. The Courts will provide a priority list based on the timeframes provided.

F.4.4 The Contractor shall provide the Courts with a schedule for final review and acceptance.

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SECTION G: CONTRACT ADMINISTRATION:

G.1 ORDERING CLAUSE

- G.1.1** Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.
- G.1.2** All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.
- G.1.3** If mailed, a delivery order or task order is considered "issued" when the Courts deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

G.2 COST REIMBURSEMENT CEILING

- G.2.1** Cost reimbursement ceiling for task orders on IDIQ contracts resulting from this RFP will be set forth in Section B – Price Schedule of the actual RFQ or RFTOP.
- G.2.2** The costs for performing the task order shall not exceed the cost reimbursement ceiling specified in Section B, Price Schedule of the actual RFQ or RFTOP.
- G.2.3** The Contractor agrees to use its best efforts to perform the work specified in the task order request and to meet all obligations under the task order within the cost reimbursement ceiling.
- G.2.4** The Contractor must notify the CO, in writing whenever it has reason to believe that the total cost for the performance of this contract will be either greater or substantially less than the cost reimbursement ceiling.
- G.2.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing the task order.
- G.2.6** The Courts is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section B, Price Schedule and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified in Section B, Price Schedule of the actual RFQ or RFTOP until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing the task order.
- G.2.7** No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specified notice, the Courts is not obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceiling, whether such costs were incurred during the course of task order performance or as a result of termination.

- G.2.8** If any cost reimbursement ceiling specified in Section B, Price Schedule of the actual RFQ or RFTOP is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G.2.9** A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Section B, Price Schedule of the actual RFQ or RFTOP, unless the change order specifically increases the cost reimbursement ceiling.
- G.2.10** Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Federal Acquisition Regulations (FAR) shall be reimbursable.

G.3 HOURLY RATE CEILING

- G.3.1** The ceilings for specified hourly rate items are set forth in Sections B.5 – Price Schedule, of this RFP.
- G.3.2** The hourly rates in this contract shall be fully loaded and include wages, overhead, general and administrative expenses, and profit and the total cost to the Courts shall not exceed the ceilings specified in Sections B.5 – Price Schedule.
- G.3.3** The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the hourly rate ceilings.
- G.3.4** The Contractor must notify the CO, in writing whenever it has reason to believe that the total cost for the hourly rate items of this contract will be either greater or substantially less than the hourly rate ceilings.
- G.3.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of the hourly rate items of this contract.
- G. 3.6** The Courts is not obligated to reimburse the Contractor for hourly rates incurred in excess of the hourly rate ceilings specified in Sections B.5 – Price Schedule, and the Contractor is not obligated to continue providing hourly rate items under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the hourly rate ceilings specified in Section B.5 – Price Schedule, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised hourly rate ceilings for the hourly rate items in this contract.
- G. 3.7** No notice, communication, or representation in any form from any person other than the CO shall change the hourly rate ceilings. In the absence of the specified notice, the Courts is not obligated to reimburse the Contractor for any costs in excess of the hourly rate ceilings, whether such costs were incurred during the course of contract performance or as a result of termination.
- G. 3.8** If any hourly rate ceiling specified in Sections B.5 – Price Schedule is increased, any costs the Contractor incurs before the increase that are in excess of the previous hourly rate ceilings shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

G.3.9 A change order shall not be considered an authorization to exceed the applicable hourly rate ceilings specified in Sections B.5 – Price Schedule, unless the change order specifically increases the hourly rate ceilings.

G.4 INVOICE PAYMENT:

G.4.1 The Courts will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract and subsequent task orders, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.4.2 The Courts will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.5 INVOICE SUBMITTAL:

G.5.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer. The address of the CFO is:

Accounting Supervisor
Budget and Finance Division
District of Columbia Courts
616 H Street, N.W., Suite 600
Washington, D.C. 20001
Telephone: 202-879-2813

G.5.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.5.2.1 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

G.5.2.2 Contract number and invoice number;

G.5.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.5.2.4 Other supporting documentation or information, as required by the Contracting Officer;

G.5.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.5.2.6 Name, title, phone number of person preparing the invoice;

G.5.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.5.2.6 above) to be notified in the event of a defective invoice; and

G.5.2.8 Authorized signature.

G.6 PAYMENT:

- G.6.1** Based upon Applications for Payment submitted to the Courts by the Contractor, the Courts shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- G.6.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- G.6.3** Notwithstanding any other payment terms in this Contract, the Courts will make invoice payments under the terms and conditions in accordance with the Courts policies. The Courts shall make progress payments monthly as the work proceeds or at more frequent intervals as determined by the Contracting Officer, based on percentages of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.
- (1) The Contractor's request for progress payments shall include the following substantiation:
- (i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.
 - (ii) A listing of the amount included for work performed by each subcontractor under the contract.
 - (iii) A listing of the total amount of each subcontract under the contract.
 - (iv) A listing of the amounts previously paid to each such subcontractor under the contract.
 - (v) Additional supporting data in a form and detail required by the Contracting Officer.
 - (vi) Release of Lien from General Contractor & 2nd tier releases from Sub-subs.
- (2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if --
- (i) Consideration is specifically authorized by this contract; and
 - (ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.
- (3) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (See Attachment J.8).
- G.6.4** Each Application for Payment shall be based on the most recently **approved** cost loaded schedule, submitted by the Contractor, in accordance with the Contract Documents. The **approved** cost loaded schedule shall allocate the entire Contract Sum among the various portions of the Work. The **approved** cost loaded schedule shall be prepared in such form and supported by such data to substantiate its accuracy as the Courts may be require to perform an earned value management analysis. This schedule, unless objected to by the Courts, shall be used as a basis for reviewing the Contractor's Applications for Payment. See Attachment J.17. The Contractor should thoroughly review their cost-loaded schedule prior to submission to the Courts to ensure the identified costs accurately reflect the true costs of each cost-loaded activity. In the event DC Courts chooses to delete

specific portions of work, these identified and approved costs will be the firm costs deleted from the contract scope of work. The contractor will not be allowed to modify these costs at a later date when determining potential contract cost credits.

G.6.5 Applications for Payment shall indicate the percentage of completion of each portion of the work as of the end of the period covered by the Application for Payment.

G.6.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of **Ten percent (10.00%)** to be modified. Pending final determination of cost to the Contracting Officer of changes in the Work, amounts not in dispute shall be;
2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of **Ten percent (10.00%)**;
3. Subtract the aggregate of previous payments made by the Courts; and
4. Subtract amounts, if any, for which the Courts has withheld or nullified a Certificate for Payment.

G.6.7 The progress payment amount determined shall be further modified under the following circumstances:

1. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Courts and Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
2. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts.

G.6.8 Reduction or limitation of retainage, if any, shall be as follows:

G.6.8.1 Until the contract completion, the retainage will be held at ten percent (**10.00%**) of the earned value of the work completed to date. For each Application for Payment after fifty percent (**50.00%**) completion is achieved, the Contracting Officer may change the retainage to be equal to five percent (**5.00%**) of the current total contract amount, regardless of the actual current percentage of completion. The Contractor must request this change formally in writing to the Contracting Officer.

G.6.9 Except with the Courts prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site. A contractor request which includes payment for project material stored at a location other than the project site will not be

approved until the contractor meets the off-site material storage requirements as indicated by DC Courts.

G.7 FINAL PAYMENT

G.7.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Courts to the Contractor when:

1. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided Section C and all other applicable incorporated documents, and to satisfy other requirements, if any, which extend beyond final payment; and
2. a final Certificate for Payment has been issued to the Courts.

G.7.2 The Courts final payment to the Contractor shall be made no later than thirty (30) days after the issuance of the Courts' final Certificate for Payment.

G.8 "Reserved"

G.9 Payments to Subcontractors

G.9.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the Courts for work performed by any subcontractor under this contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the Courts that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the Courts and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.9.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the 15th day after the required payment date for any other services.

G.9.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.9.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the Courts is a party. The Courts may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.9.5 Subcontract requirements

- G.9.5.1** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses.

G.10 CONTRACTING OFFICER (CO)

Contracts and task orders will be entered into and signed on behalf of the Courts only by the Contracting Officer. The contact information for the Contracting Officer is:

Dr. Cheryl R. Bailey
Courts of Columbia Courts
Capital Projects and Facilities Management Division
616 H St., NW, Suite 622
Washington, DC 20001
Email: Cheryl.Bailey@dcsc.gov

G.11 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.11.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.11.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- G.11.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.12 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- G.12.1** The COTR is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
- G.12.2** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- G.12.3** Coordinating site entry for Contractor personnel, if applicable;
- G.12.4** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.12.5** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the Courts payment provisions; and

G.12.6 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.12.7 The address and email of the COTR is:

Pierre Muller-Fils
Information Technology Division
616 H Street, N.W., Suite 622
Washington, D.C. 20001
Pierre.Muller-Fils@dcsc.gov

G.12.8 The COTR shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of Courts property, except as specified under the contract.

G.12.9 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the Courts, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No: 2015-4282, dated 03/17/17, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.14. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.2 SECURITY REQUIREMENTS

The Courts creates a unique environment for Contractors to perform Work. There are levels of security that can hinder access to all areas of the building, such as, high-traffic public areas, cell blocks, and secure areas for Judges and Jurors. Working in a building that includes many different levels of security can be challenging. The Contractor is required to obtain clearances for their project team and their subcontractors, and obtain permission to work in secure areas. The processes to obtain clearances and permissions may take up to ten (10) days, but Contractors are still required to maintain their prescribed schedules. The requirement for Contractor personnel to obtain a security clearance is mandatory to work on the DC Courts' premise. If the procedures to acquire the security clearance change, the Contracting Officer will notify the Contractor of any new requirements as soon as practicable. The Contractor shall satisfy security clearance requirements as designated by the Contracting Officer. Contractors should understand that some secure areas require work to be performed during off hours or with the accompaniment of Court Security Officers (CSO's). These secure areas include the Clerk of the Court office area, the Executive Office area, Judges' Chambers, and U.S. Marshals Space. The CSO's and U.S. Marshals can be retained for use by the Contractor in these instances.

H.3 LIQUIDATED DAMAGES:

Liquidated damages may be established by the CO, on individual task orders based upon the complexity of the task order. Actual dollar amounts assessed on a per calendar day occurrence will be set forth in each RFQ or RFTOP, when applicable.

- H.3.1 The Contractor shall complete all project work, including, warranty information not later than 45 days from the date of substantial completion, or as follows:
- H.3.2 Subject to adjustments of the individual task order Contract Time as provided in the Contract Documents.
- H.3.3 In the event the Work is not substantially completed by the Contractual Date of Substantial Completion, which is defined as the date when work per the Contract Documents is complete to the point where the Courts can fully, safely, and securely commence work in the Project Area, the Contractor, its agents and subcontractors shall be liable to the Courts for liquidated damages for each calendar day thereafter until the Contractor reaches Substantial Completion.

- H.3.4 Furthermore, Substantial Completion is defined as when all punch list work is complete and the other Court's vendors (i.e. IT and Telecom) can deliver and install their respective equipment and furnishings to bring this project to a final point where the Courts determine it is ready for full Occupancy.
- H.3.5 Ready for Owner Occupancy is defined as the date when the Court's vendors work is complete (i.e. IT and Telecom) and the CO concludes the Project Area is ready for full Occupancy to meet the necessary Courts functions.
- H.3.6 Final Project Completion is defined as the date when paperwork and close out documentation has been submitted for review, approved, and accepted by the Courts.
- H.3.7 The Contractor, its agent and subcontractors shall be liable for liquidated damages for each day of delay in achieving Substantial Completion and Final Project.

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SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The D.C. Courts General Contract Provisions, dated April 2007 (Attachment J.1) and the General Conditions of the Construction Contracts (Attachment J.2) are incorporated as part of the resultant contract.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

The Contractor shall keep all information relating to any employee or customer of the Courts in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the Courts and federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein. The Contract Time shall be measured from the date of receipt of the notice to proceed (NTP).

I.5 RIGHTS IN DATA

I.5.1 “Data,” as used herein, means recorded information, regardless of form or the Media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

I.5.3 The term “Computer Software”, as used herein means computer programs and computer

databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the Courts. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the Courts under this Contract, are works made for hire and are the sole property of the Courts; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the Courts the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the Courts all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the Courts until such time as the Courts may have released such data to the public.
- I.5.6** The Courts will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any Courts installation to which the computer may be transferred by the Courts;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless
- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract
No. _____ with (Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the Courts rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the Courts of liability with respect to such unmarked software.

- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the Courts a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the Courts under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the Courts under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the Courts any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Courts or the Contractor's rights in that subcontractor data or computer software which is required for the Courts.
- I.5.10** For all computer software furnished to the Courts with the rights specified in Section I.5.5, the Contractor shall furnish to the Courts, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the Courts with the restricted rights specified in Section I.5.6, the Courts, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the Courts under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11** The Contractor shall indemnify and save and hold harmless the Courts, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished

under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the Courts under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the Courts under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the Courts and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

A. Definitions

1. **“Products”** - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.
2. **“Existing Products”** - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.
3. **“Custom Products”** - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the Courts under the contract.
4. **“Courts”** – The Courts and its agencies.

B. Title to Project Deliverables

The Contractor acknowledges that it is commissioned by the Courts to perform services detailed in the contract. The Courts shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. **Existing Products:** Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall: (1) remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the Courts is granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the Courts as part of Contractor’s proposal that adaptation will

violate existing agreements or statutes and Contractor demonstrates such to the Courts satisfaction) and distribute Existing Product to Courts users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose(s) of the project or work plan or contract; and (2) be licensed in the name of the Courts. The Courts agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the Courts the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

C. Transfers or Assignments of Existing or Custom Products by the Courts

The Courts may transfer or assign Existing or Custom Products and the licenses there under to another Courts agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor's business.

D. Subcontractor Rights

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall use this clause, **Rights in Data**, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Courts or the Contractor's rights in that subcontractor data or computer software which is required for the Courts.

E. Source Code Escrow

1. For all computer software furnished to the Courts with the rights specified in section B.2, the Contractor shall furnish to the Courts, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the Courts with the restricted rights specified in section B.1 of this clause, the Courts, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the Courts under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
2. If the Contractor or Product manufacturer/developer of software furnished to the Courts with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the Courts with the source code for the Product; (2) place the source code in a third party escrow arrangement with

a designated escrow agent who shall be named and identified to the Courts, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the Courts; or (3) will certify to the Courts that the Product manufacturer/developer has named the Courts as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the Courts, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the Courts in writing.

F. Indemnification and Limitation of Liability

The Contractor shall indemnify and save and hold harmless the Courts, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.6 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another Courts contractor or by any Courts employee.

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the Courts will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the Courts, the Contractor shall remain liable to the Courts for all Contractor's work and services required hereunder.

I.8 INSURANCE

- I.8.1 General Requirements:** Prior to execution of the contract, the Contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with an insurance company licensed or qualified to do business with the District of Columbia Courts. **All insurance shall set forth the District of Columbia Courts as an additional insured.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with Ten (10) days prior written notice in the event of non-payment of premium. The Contractor must submit to the Contracting Officer a certificate of insurance as evidence of compliance within ten (10) calendar days after request.

- a. General Liability Insurance. The Contractor shall provide bodily injury liability insurance coverage of at least \$500,000.00 per occurrence.
- b. Automobile Liability Insurance. (applicable to owned, non-owned and hired vehicles): The Contractor shall provide comprehensive automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract against liability for bodily injury and property damage in an amount not less than that required by law of the District's Compulsory/No-Fault Vehicle Insurance of 1982, as amended. The policy shall provide coverage of at least \$200,000.00, per person, \$500,000.00 per occurrence for bodily injury.
- c. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance covering all of its employees working in conjunction with the performance of this contract. Contractor agrees to comply at all times with applicable Federal and District of Columbia workers' compensation and occupational disease statutes.
- d. Certificates of insurance acceptable to the Courts shall be filed with the Courts prior to commencement of the Work. These certificates and the insurance policies required shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Courts. If any of the foregoing insurance coverage are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Attachment J.17. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

I.8.2 Duration: The Contractor shall carry all required insurance until all contract work is accepted by the Courts, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for three (3) years following final acceptance of the work performed under this contract.

I.8.3 Liability: These are the required minimum insurance requirements established by the Courts. However, the required minimum insurance provided above will not in any way limit the Contractor's liability under this Contract.

I.8.4 Contractor's Property: Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the Courts.

I.8.5 Measure of Payment: The Courts shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

- I.8.6 Notification:** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- I.8.7 Certificates of Insurance:** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Dr. Cheryl Bailey
CPFMD Contracting Officer
Capital Projects and Facilities Management
District of Columbia Courts
616 H St. NW - Suite 622
Washington, D.C. 20001
Cheryl.Bailey@dcsc.gov

- I.8.8 Disclosure of Information:** The Contractor agrees that the Courts may disclose the name and contact information of its insurers to any third party which presents a claim against the Courts for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract

I.9 EQUAL EMPLOYMENT OPPORTUNITY

- I.9.1** Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, marital status, sex, disability, sexual preference or age. Contractor shall take such actions as are reasonably necessary to ensure that employees and applicants for employment are treated without regard to their race, creed, color, national origin, marital status, sex, sexual preference or age. As used herein, the term "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.
- I.9.2** Contractor shall furnish all information and reports required by Governmental Authorities to determine Contractor's compliance with the provisions of Applicable Laws, and shall permit access to its books and records by DC Courts and/or any such Governmental Authority during regular business hours for purposes of investigation to ascertain compliance with this Section.
- I.10 DISPUTES:**

Any dispute arising under or out of this contract is subject to the provisions of Chapter 8 of the Procurement Guidelines of the Courts.

I.11 COST AND PRICING DATA

Offeror shall complete the Price Schedules and Materials Cost Lists found in Section B.5, of this RFP, certifying independent price determination.

I.12 ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract /Task Order Award document
- (3) Standard Contract Provisions
- (4) General Conditions of the Contract for Construction
- (5) Contract attachments other than the Standard Contract Provisions
- (6) RFP, as amended
- (7) BAFOs (in order of most recent to earliest)
- (8) Proposal/Bid

I.13 CANCELLATION CEILING

In the event of cancellation of the contract because of non-appropriation for any fiscal year after fiscal year 2017, there shall be a cancellation ceiling of zero dollars representing reasonable preproduction and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

I.14 GOVERNING LAW

This Contract, and any disputes arising out of or related to this Contract, shall be governed by, and construed in accordance with, the District and Federal laws.

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SECTION J: ATTACHMENTS

J.1 The following list of attachments is incorporated into the solicitation by reference and/or actual physical incorporated, whichever applicable.

Attachment Number	Document
J.1	Government of the Courts General Contract Provisions (April 2007)
J.2	General Conditions of the Contract for Construction
J.3	Anti-Collusion Statement
J.4	Certification of Eligibility
J.5	Certification Regarding A Drug-Free Workplace
J.6	Tax Certification Affidavit
J.7	Release of Claims
J.8	Payment to Subcontractors and Suppliers Certificate
J.9	Ethics in Public Contracting
J.10	Non-Discrimination
J.11	Solicitation/Offer/Award Form for Supplies or Services
J.12	Tax Regulations
J.13	DC Courts Tax Exemption Certificate
J.14	Service Contract Act Wage Determination No: 2015-4282, dated 03/17/17

Attachment Number	Document
J.15	Contract Work Hours and Safety Standards Act
J.16	District of Columbia Courts Sexual Harassment Policy
J.17	Application for Payment

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SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 CERTIFICATE REGARDING A DRUG-FREE WORKPLACE (See Attachment J.5)

K.2 WALSH-HEALY ACT

If your bid is \$10,000 or more, the following information **MUST** be furnished:

- (a) Regular Dealer
 - () The Bidder is a Regular Dealer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.
 - () The Bidder is not a Regular Dealer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.

- (b) Manufacturer
 - () The Bidder is a Manufacturer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.
 - () The Bidder is not a Manufacturer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.

K.3 BUY AMERICAN CERTIFICATION

The Bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 28 of the District of Columbia Courts General Contract Provisions), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

EXCLUDED END PRODUCTS	COUNTRY OR ORIGIN

K.4 OFFICERS NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

- _____ (a) No person listed in Clause 21 of the District of Columbia Courts General Contract Provisions will benefit from this contract.

- _____ (b) The following person(s) listed in Clause 21 of the District of Columbia Courts General Contract Provisions may benefit from this contract. For each person listed, attach the

affidavit required by Clause 21 of the District of Columbia Courts General Contract Provisions.

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature on the offer is considered to be a certification by the signatory that:
- (1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;
 - (2) The prices in this bid have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other bidder or competitor before offer opening unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.
- (b) Each signature on the bid is considered to be a certification by the signatory that the signatory;
- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or
 - (2)
 - (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and
will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above: _____
(insert full name or person(s) in the organization responsible for determining the prices offered in this bid and the title of his or her position in the Offeror's organization);
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (1) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above; and
 - (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- (c) If Offeror deletes or modifies subparagraph (a) (2) above, the Offeror must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

K.6 TYPE OF BUSINESS ORGANIZATION

Bidder operates as () an individual, () a partnership, () a nonprofit organization, () a corporation, incorporated under the laws of the State of _____, () a joint venture, () other.

K.7 PAYMENT IDENTIFICATION NO.

The District of Columbia Courts utilizes an automated vendor database. All firms are required to submit their Federal Tax Identification Number. Individuals must submit their social security numbers.

Please list below applicable vendor information:

Federal Tax Identification Number: _____

Or

Social Security Number: _____

Dunn and Bradstreet Number: _____

Legal Name of Entity Assigned this Number: _____

Street Address and/or Mailing Address: _____

City, State, and Zip Code: _____

Type of Business: _____

Telephone Number: _____

Fax Number: _____

PAYMENTS UNDER TERMS OF ANY CONTRACT RESULTING FROM THIS SOLICITATION WILL BE HELD IN ABEYANCE PENDING RECEIPT OF A VALID FEDERAL TAX IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER.

K.8 The Offeror by making an Offer represents that:

K.8.1 The Offeror has read and understands the Offering Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Offer is submitted, and for other portions of the Project, if any, being offered concurrently or presently under construction. Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the Offeror’s risk.

K.8.2 The Offer is made in compliance with the Offering Documents.

K.8.3 The Offeror has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Offeror's personal observations with the requirements of the proposed Contract Documents.

K.8.4 The Offer is based upon the materials, equipment and systems required for the Work as stated in the Offering Documents without exception.

K.9 Penalties for Misrepresentations

Any material misrepresentation on the sworn notarized self-certification form could result in termination of the contract; in accordance with District of Columbia law, Contractor's liability for civil and criminal action indicates possible sanctions.

K.10 Standards of Responsibility

The prospective Contractor must demonstrate to the satisfaction of the Courts, the capability in all respects to perform fully the contract requirements; therefore, the prospective Contractor must submit with its Offer the document listed below in K.10.1 and K.10.2:

K.10.1 Performance of the contract. (See Section L.3, Volume 1 Technical Information)

K.10.2 Furnish evidence of the ability to comply with the required and/or proposed delivery or performance schedule, taking into consideration all existing commercial and government business commitments.

K.11 OFFERING DOCUMENTS/COPIES

K.11.1 Offerors will receive one (1) set of the complete Offering Documents.

K.11.2 Offering Documents will not be issued directly to Sub-Offerors unless specifically offered in the Advertisement or Invitation to Offer.

K.11.3 Offerors shall use complete sets of Offering Documents in preparing Offers; neither the Courts nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Offering Documents.

K.11.4 The Courts may make copies of the Offering Documents available for the purpose of obtaining Offers on the Work. No license or grant of use is conferred by the issuance of copies of the Offering Documents.

K.12 INTERPRETATIONS OR CORRECTIONS OF OFFERING DOCUMENTS

K.12.1 The Offeror shall carefully study and compare each of the Offering Documents with one another, and with other Work being offered concurrently or presently under construction to the extent that it relates to the Work for which the Offer is submitted; the Offeror shall also examine the site and local conditions, and at once, report to the Courts any errors, inconsistencies or ambiguities discovered.

K.12.2 Questions concerning this Solicitation must be directed, in writing to:

Monica I. Smith
Attorney Advisor
DC Courts
Capital Projects and Facilities Maintenance Division
Monica.Wilkerson@dcsc.gov

K.12.3 Any prospective Offeror desiring an explanation or Interpretation of this Solicitation must request it in writing by May 19, 2017, **no later than 3:00 pm**. Requests should be directed to the COTR via the email address listed above. Any substantive information given to a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors. **Oral explanations and/or instructions given before the award of the contract will not be binding.**

K.12.4 The terms and conditions of the Offering Documents may only be modified by written Amendments issued by the Contracting Officer; set apart from any oral representations to the contrary.

K.13 SUBSTITUTIONS

K.13.1 The materials, products and equipment(s) described in the Offering Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

K.13.2 No substitutions will be considered prior to receipt of Offers unless written request for approval has been received by the Contracting Officer at least ten (10) days prior to the date for receipt of Offers. Such requests shall include the name of the material and/or equipment for which it is to be substituted, and also, a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. If any further changes in other materials, equipment(s) or other portions of the Work to include but not limited to changes in the work of other contracts, that incorporation of the proposed substitution would require a written request. The burden of proof of the proposed substitution is upon the merit of the proposer. The Courts' CO decision of approval or disapproval of a proposed substitution shall be final.

K.13.3 If the Courts approves a proposed substitution prior to receipt of Offers, such approval will be set forth in an Amendment. Offerors shall not rely upon approvals made in any other manner.

K.13.4 No substitutions will be considered after the Contract is awarded unless specifically stated in the Contract Documents.

K.14 AMENDMENTS

K.14.1 Amendments will be transmitted by the issuing office to all who are known to have initially received a complete set of the Offering Documents.

K.14.2 Copies of Amendments will be made available for inspection wherever Offering Documents are on file for clarification.

K.14.3 Amendments will be issued no later than three (3) days prior to the date of receipt of the Offers unless an Amendment withdrawing the request for Offers or one which includes postponement of the date for receipt of Offers.

K.14.4 Prior to submitting an Offer, each Offeror shall ascertain all Amendments issued, and acknowledge their receipt in the Offer.

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SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the Courts

The Courts intends to award multiple IDIQ contracts (not to exceed four (4)) resulting from this RFP, to Contractors, as per this RFP, Section M – Evaluation, and whose offer, conforming to the solicitation will be most advantageous to the Courts, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 SELECTION OF NEGOTIATION PROCESS

In accordance with the Procurement Guidelines of the Courts, amended March 21, 2011, after evaluation of the proposals using only the criteria stated in the RFP and in accordance with weightings provided in the RFP, the CO may elect to proceed with any method of negotiations, discussions or award of the contract without negotiations and based upon the Offerors initial offer. If the CO elects to proceed with negotiations, based upon the initial offer, the CO may limit, for purposes of efficiency, the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

L.2 PROPOSAL ORGANIZATION AND CONTENT

L.2.1 Proposals shall be mailed and/or hand delivered to the following address:

District of Columbia Courts
Capital Projects and Facilities Management Division
Attn: Monica I. Smith, Attorney Advisor
616 H Street, N.W., Suite 622
Washington, D.C. 20001
Monica.Wilkerson@dcsc.gov

L.2.2 The Courts will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

L.2.3 The Offeror shall submit two (2) attachments: (1) a technical proposal, and (2) a price proposal.

L.2.4 The Offeror shall label each attachment, i.e., “Technical Proposal”, “Price Proposal.” and shall conspicuously mark the outside of the Proposal Package the name and address of the Offeror(s) and the following:

Solicitation Number: CPFMD-17-0502
Project Name: Low Voltage Cabling Services (Multiple IDIQ Contracts)
Proposal due Date and Time: **June 2, 2017**, Not later than 3:00pm, local time

L.2.5 Offerors are directed to the specific proposal evaluation criteria found in Section M of this RFP, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the Courts to evaluate the Offeror’s response and per instructions found in Section L.3, below, of this RFP. The

Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the Offeror proposes to fully meet the requirements in Section C and all other incorporated solicitation documents.

L.2.6 Offerors shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

L.3 VOLUME 1 – TECHNICAL INFORMATION

L.3.1 In the first separately bound and labeled volume, include the following:

L.3.2 No pricing information is to be included in Volume 1.

L.3.2.1 TAB A – BASIC CORPORATE INFORMATION

Provide basic information about the Offering firm. At a minimum provide:

1. Entity name, address, and contact information.
2. Name and address of Parent Company, if applicable.
3. Type of Entity.
4. DUNS Number.
5. Copy of current license, permit, or registration to transact business (in the District of Columbia) for self-performed scope (if applicable)
6. Statement of percentage of Ownership by Foreign Corporation with interest exceeding five (5) percent.
7. Statement of Authorized Negotiators.
8. Explanation and organizational structure of Joint Venture (if applicable).

L.3.2.2 TAB B – QUALITY

1. Quality Assurance Program: Provide a quality assurance program that addresses the issues **specifically related to this RFP.**
2. Quality Control Program: Provide a **quality control program** that addresses onsite inspections, deficiency responses, etc.
3. Sufficient and Competent Staff for Quality Assurance Program: Provide a staffing plan that addresses the staff as directly relates to this project and their experience to be considered competent in the Quality Assurance Program. Provide a detailed proposed organizational chart for this project including the roles and responsibilities of each member of the project team down to the Foreman (or equivalent) level.

L.3.2.3 TAB C – EXPERIENCE/PAST PERFORMANCE

1. Corporate Project Experience: Provide historical information on projects located in the Baltimore/Washington metropolitan area completed by the firm within the past 5 years:
 - Medium Projects: Three (3) projects with a structured cabling contract up to \$100,000 in size and scope.
 - Large Projects: Three (3) projects with a structured cabling contract over \$100,001 in size and scope.
- 1.1 The listings in Section L.3.2.3, subsection 1, above, shall include, at minimum, the following:
 - Only systems that included the installation of fiber optic cable and Category 6A twisted pair;
 - Only projects that are completed and have been turned over to the owner;
 - A description (no more than 2 pages) of the project, size of the system, products used, Owner's name, phone number, mailing and email addresses, and representative, date started, and date of completion;
 - Proof of performing low voltage cabling services in a courthouse; and
 - Information that the Contractor has performed multiple / congruent projects under tight timelines in a functional building.
- 1.2 The Contractor shall demonstrate and provide evidence that he is fully conversant and capable in the cabling of low voltage applications such as, but not limited to data and voice network systems. The Contractor shall, at a minimum, demonstrate/provide evidence of the following qualifications:
 - Those licenses/permits required to perform telecommunications installations in the specified jurisdiction.
 - Personnel trained and certified in the design of the selected Structured Cabling System.
 - Personnel trained and certified to install the selected Structured Cabling System.
2. Professional References/Past Performance: Provide written references from a minimum of three (3) previous customers, with contact information, regarding the past or present performance of the firm on projects of similar size, scope, and value. References must include,

L.3.2.4 TAB D – STAFFING

1. Organizational Chart: The Contractor shall provide a detailed proposed organizational chart including the roles and responsibilities of each member of the team.
2. Resumes: The Contracting shall provide resumes and necessary information for the key personnel related to the requirements in this IDIQ.

L.4 Volume 2 – Pricing Information

L.4.1 In a second separately bound and labeled volume, include the following:

L.4.2 Tab A - Provide executed copies of the following solicitation attachments:

- 1. Attachment J.11 – Solicitation / Offer / Award Form**
- 2. Attachment J.12 – Bid/Offer Form**

L.4.3 Tab B - Provide executed copies of the following solicitation attachments:

- 1. Price Schedule B.5, to include base year and option year one (1) through four (4) pricing; and,**
- 2. Materials Cost for base year and options year one (1) through four (4) pricing.**

L.4.3.1 In addition, provide the following:

- 1. An electronic copy (in MS Excel) of the completed Section B.5 - Price Schedule and Materials Cost information listed in L.4.3, submitted on a Data Compact Disc (Data CD) within this tab section. The following documents described below are to be submitted as separate electronic files on the Data CD.**
 - A list of any Offer or scope clarifications and qualifications that are a part of your offer.**

L.4.3.2 The Offeror shall include all required items described in Section C and all other incorporated applicable documents.

L.4.3.3 This electronic form is to be completed by inserting values and information into the cells where appropriate. DO NOT ADD TO, DELETE, OR CHANGE THE LAYOUT AND FORMATTING OF THE BID/OFFER BREAKDOWN FORM. HOWEVER, OFFERORS ARE RESPONSIBLE FOR CONFIRMING THAT THE FORM ACCURATELY REFLECTS THE OFFEROR'S PROPOSAL AND PRICING.

L.4.4 The Courts reserves the right not to accept any exceptions to this Solicitation.

L.5 Proposal Preparation Costs

L.5.1 Each Offeror shall bear all costs it incurs in providing responses to this RFP and for providing any additional information required by the Courts to conduct the evaluation process. The successful Offeror shall also bear all costs incurred in conjunction with contract development and negotiation.

L.5.2 Each Offeror may propose services that are provided by subcontractor(s), but any service(s) proposed must meet all of the requirements of this RFP. If the Offeror's proposal includes services provided by subcontractor(s), the Offeror will be required to act as the prime Contractor for all such items and must assume full responsibility for the award of a contract, delivery and quality of such services. The Contractor will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all

requirements of this RFP.

L.6 Signing Offers and Certifications

L.6.1 Each Offeror must provide a full business address and telephone number of the Offeror and the Offer must BE SIGNED BY THE PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS. All correspondence concerning the offer or resulting contract will be mailed to the address referred above on the offer in the absence of written instructions from the Offeror to the contrary. Any offer submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any offer submitted by a corporation, followed by the signature and title of the person having authority to sign for the corporation. Upon request, an Offeror shall provide to the Courts satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs an offer, the Offeror shall submit to the Contracting Officer, the agent's authority to bind the Offeror. The Offeror shall complete and sign all Representations and Acknowledgments, as appropriate. Failure to do so may result in the Offer being rejected.

L.7 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.7.1 Proposal Submission

L.7.1.1 Proposals must be delivered to the Courts no later than the closing date and time specified on page one of this solicitation. The Courts will not allow late proposals, modifications to proposals, or requests for withdrawals after the exact closing date and time.

L.7.1.2 It is solely the Offeror's responsibility to ensure that proposals are submitted in a timely manner.

L.7.2 Withdrawal or Modification of Proposals

An Offeror may modify or withdraw its proposal by informing the Contracting Officer at any time before the closing date and time for receipt of proposals.

L.7.3 Late Proposals

The Courts will not accept late proposals or modifications to proposals after the closing date and time for receipt of proposals.

L.7.4 Late Modifications

A late modification of a successful proposal, which makes its terms more favorable to the Courts, shall be considered at any time it is received and may be accepted.

L.9 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective Offeror has any questions relating to this solicitation, the prospective Offeror shall submit the question to Monica I. Smith at Monica.Wilkerson@dcsc.gov . The prospective Offeror should submit questions no later than **May 19, 2017, by 3pm, local time**. The Courts may not consider any questions received after **May 19, 2017, by 3pm, local time**. The Courts will furnish responses via Offeror email address or in writing. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective Offeror. Oral explanations or instructions given by Courts officials before the award of the contract will not be binding.

L.10 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.10.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the Courts except for use in the procurement process shall mark the title page with the following legend:

- a. **"This proposal includes data that shall not be disclosed outside the Courts and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.**
- b. **If, however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the Courts will have the right to duplicate, use, or disclose the data to the extent consistent with the Courts needs in the procurement process. This restriction does not limit the Courts rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets).**"

L.10.2 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.11 PROPOSALS WITH OPTION YEARS

The Offeror shall include option year prices and materials cost information in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing and materials cost.

L.12 PROPOSAL PROTESTS

L.12.1 Any aggrieved person may protest this Solicitation, Award, or Proposed Contract Award in accordance with Chapter 8 of the Procurement Guidelines of the District of Columbia Courts. Protest shall be filed in writing, within ten (10) working days after the basis of the protest is known (or should have been known); whichever is earlier with the Contracting Officer at:

Dr. Cheryl Bailey
District of Columbia Courts
Capital Projects and Facilities Management Division
616 H Street, NW, Suite 622
Washington, D.C. 20001

L.12.2 A protest shall include the following:

1. Name, address and telephone number of the protester;
2. Solicitation (CPFMD) or contract number;
3. Detailed statement of the legal and factual grounds for the protest including copies of relevant documents;
4. Request for a ruling by the Contracting Officer; and
5. Statement as to the form of relief requested.

L.13 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired. Elaborate artwork, expensive visual and other presentation aids are neither necessary nor desired.

L.14 RETENTION OF PROPOSALS

All proposal documents will be the property of the Courts and retained by the Courts, and therefore will not be returned to the Offerors.

L.15 PROPOSAL COSTS

The Courts is not liable for any costs incurred by the Offerors in submitting proposals in response to this solicitation.

L.16 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverage's as specified in Section I.8 to:

Dr. Cheryl Bailey
District of Columbia Courts
Capital Projects and Facilities Management Division
616 H Street, NW, Suite 622
Washington, D.C. 20001

L.17 ACKNOWLEDGMENT OF AMENDMENTS

The Offeror shall acknowledge receipt of any amendment to this solicitation by the Courts. The Courts must receive the acknowledgment by the date and time specified for receipt of proposals. An Offerors failure to acknowledge an amendment may result in rejection of its offer.

L.18 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted under FAR, Part 15, all Offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at a designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After evaluation of best and final offers, the CO may award the contract to the highest-ranked Offeror, or negotiate with the highest ranked Offeror in accordance with FAR, Part 15.

L.19 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.19.1 Name, address, telephone number and federal tax identification number of Offeror;

L.19.2 A copy of each Courts license, registration or certification that the Offeror is required by law to obtain. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the Courts, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.19.3 If the Offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.20 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.21 GENERAL STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the Courts its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit relevant documentation within five (5) days of the request by the Courts.

L.21.1 To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable Courts licensing and tax laws and regulations;
- (f) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (g) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (h) Has not exhibited a pattern of overcharging the Courts;
- (i) Does not have an outstanding debt with the Courts or the federal government in a delinquent status; and
- (j) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.21.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

L.22 PRE-PROPOSAL CONFERENCE

L.22.1 A pre-proposal conference will be held *on May 17, 2017, at 10:00 am. The meeting will be held in Room 617 at Gallery Place, 616 H Street, N.W., Sixth Floor, Washington, D.C. 20001. Offerors' participation is encouraged although attendance is not mandatory.* The purpose of the conference is to provide a structured and formal opportunity for the Courts to accept questions from Offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending Offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded. *The meeting will provide an opportunity for discussion of the Scope of Work.*

L.22.2 No oral statement made by a DC Court representative(s) during the pre-proposal conference, nor any written record of such oral statements made and subsequently furnished to the Offeror, will be deemed to have the effect of adding to, modifying, or otherwise varying from the written provisions of the invitation for Offers (including, but not limited to specifications, drawings and written amendments to the solicitation). In the event the discussion or questions raised during

the pre-proposal conference indicate a need to modify the invitation for Offers, an Amendment to the Solicitation will be issued in writing; any such amendment to the Solicitation must be acknowledged in the same manner and under the same conditions as all other written amendments to an invitation for Offers.

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SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible Offeror(s) whose offer is most advantageous to the Courts, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the Courts in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; Offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

M.2.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the Offeror's score for each factor. The Offeror's total technical score will be determined by adding the Offeror's score in each evaluation factor. **For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the Courts evaluates the Offeror's response as "Good," then the score for that evaluation factor is 4/5 of 40 or 32.**

If sub factors are applied, the Offeror's total technical score will be determined by adding the Offeror's score for each sub factor. **For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two sub factors of twenty (20) points each, using the Technical Rating Scale above, if the Courts evaluates the Offeror's response as "Good" for the**

first sub factor and “Poor” for the second sub factor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first sub factor plus 1/5 of 20 or 4 for the second sub factor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA

Proposals for this solicitation will be evaluated based on the following evaluation factors in the manner described below:

M.3.1 TECHNICAL CRITERIA (80 Points Maximum)

Technical Evaluation Factors	Points
Factor A – Basic Corporate Information	10
Factor B – Quality	15
Factor C - Contractor’s Experience/Past Performance	30
Factor D – Staffing	25
Total	80

M.4 PRICE CRITERION (20 Points Maximum)

The price evaluation will be objective. The Offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each Offeror’s evaluated price score:

Lowest price proposal
----- x weight = Evaluated price score
Price of proposal being evaluated

M.5 TOTAL POINTS (100 Points Maximum)

Total points shall be the cumulative total of the Offeror’s technical criteria points, price criterion points.

M.6 EVALUATION OF OPTON YEARS

The Courts will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the Courts to exercise them. The total Court's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.